

STATE OF NORTH DAKOTA

**DEPARTMENT OF HUMAN SERVICES
STATE COUNCIL ON DEVELOPMENTAL DISABILITIES (SCDD)
STATE CAPITOL
600 EAST BOULEVARD AVE
BISMARCK, ND 58505**

REQUEST FOR PROPOSALS (RFP)

SCDD Annual RFP for FY 2007

RFP Number: 325-06-21-007

Date of Issue: May 2, 2006

Purpose of RFP: Solicitation of grant proposals to provide services and conduct activities for persons with developmental disabilities.

**Procurement Officer: Tom Wallner, Executive Director
ND State Council on Developmental
Disabilities**

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SECTION ONE: INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The State Council on Developmental Disabilities (SCDD), through the North Dakota Department of Human Services, (hereafter known as “purchasing agency”) hereby solicits project applications to provide services and conduct activities within four (4) priority areas for persons with developmental disabilities. The priority areas to be addressed are: Community Supports, Quality Assurance, Education/Early Intervention and Employment. Funding to support projects to be approved is allocated to the state by the U.S. Department of Health and Human Services under Public Law 106-402, the Developmental Disabilities Act Basic State Grant Program.

The Council intends to enter into contracts with public agencies and private organizations in North Dakota for the period beginning 10-1-06 and ending 9-30-07. It is anticipated that approximately \$350,000 to \$400,000 will be available to contract for these services and activities, dependent upon Congressional appropriations.

1.02 Contact Person

Procurement Officer:	Tom Wallner
Phone Number:	(701) 328-8953
FAX:	(701) 328-8969
TTY Users Call:	1-800-366-6888 (Relay North Dakota)
E-mail:	sowalt@state.nd.us

1.03 RFP Schedule

With the exception of the June 15, 2006 Grant Proposers Meeting and the August 1, 2006 Application Submission Deadline, the following schedule is approximate:

RFP Issued:	May 2, 2006
Grant Proposers Meeting:	June 15, 2006
Deadline for Questions/Objections:	June 23, 2006
Response Deadline for Questions/Objections:	July 1, 2006
Proposal/Application Submission Deadline:	August 1, 2006
Initial Review Process Completed:	August 31, 2006
SCDD Application Approval Completed:	September 20, 2006
Notification of Intent to Award:	September 27, 2006
Earliest Effective Contract Startup:	October 1, 2006
Contract Issued:	October 31, 2006

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must complete their proposal using the SCDD's Application for Financial Assistance (SFN 1196 Rev. 02/2001) and must submit an original and six (6) copies in a sealed envelope or package. Such envelopes or packages must be addressed as follows:

ND State Council on Developmental Disabilities
c/o ND Department of Human Services
Annual FY 2006 RFP #325-06-21-007
600 East Boulevard Avenue
Bismarck, ND 58505

Proposals must be received at the location specified above by no later than 10:00 AM CDT on August 1, 2006.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota (State) assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Assistance to Offerors with a Disability

Offerors with a disability who need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06 Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communication is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07 Approved Vendor Registration Requirements

VENDORS MUST BE APPROVED BEFORE CONTRACT AWARD

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, successful offerors will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database online to verify whether their firm is currently on the bidders list. The bidders lists that will be used for this solicitation include, but are not necessarily limited to, the following commodity codes: 952-39; 952-43; 952-59; 952-62; 952-85; 952-90; 952-93; and 952-95.

The Procurement Vendor Database, registration instructions and forms are available online at: <http://www.state.nd.us/csd/spo/vendor-resources.html>. Contact the Vendor Registry Office at 701-328-2773 or infospo@state.nd.us for assistance.

The successful offeror must register and become approved with **60 CALENDAR DAYS** of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

1.08 Pre-Proposal Conference

Each agency or organization interested in submitting a project application in response to this RFP is encouraged to attend a grant proposers' meeting with the SCDD tentatively scheduled for 10:00 AM Thursday, June 15, 2006 in the Ft. Totten Room of the State Capitol in Bismarck.

The purpose of the proposers' meeting is to discuss with potential applicant organizations the SCDD funding priorities and related performance expectations and to provide technical assistance for completion and submission of project proposals/funding applications. Attendance is not mandatory.

Offerors with a disability needing accommodation should contact the procurement officer by calling (701) 328-8953 (TTY Users Call: 1-800-366-6888, Relay North Dakota) before the date set for the pre-proposal conference so that reasonable accommodation can be made.

1.09 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10 News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the state.

1.11 Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. section 54-44.4-09. The RFP and any amendments to the RFP will be posted on the following website:

<http://www.state.nd.us/humanservices>

SECTION TWO: BACKGROUND INFORMATION

2.01 Background Information

The mission of the State Council on Developmental Disabilities is to advocate for policy changes that promote choice, independence, productivity and inclusion for all North Dakotans with developmental disabilities. The Council supports projects and activities that maximize opportunities in these areas for consumers and families.

2.02 Budget

Funding available is detailed below in section 3.01, "Scope of Work".

SCDD financial support for most service demonstration projects is usually available for two years. Projects eligible for second year or beyond continuation funding are required to submit project applications on a year-by-year basis. It is anticipated that for fiscal year 2007, up to \$150,000 will be available to initiate new projects, dependent upon Congressional appropriations. Approximately \$275,000 is available for continuation projects in fiscal year 2007.

Each agency or organization submitting a project application will be notified by the SCDD of whether its request was approved or denied by October 15, 2006. Successful applicants may be required to submit a revised application and budget reflecting approval conditions imposed by the SCDD. Responses to this solicitation and inquiries should be directed to the contact person at the address and phone number indicated in section 1.02 of this RFP.

SECTION THREE: SCOPE AND SCHEDULE

3.01 Scope of Work

Goals, activities, funding available and performance indicators by each of the SCDD's four emphasis areas are as follows:

EMPHASIS AREA #1: COMMUNITY SUPPORTS

Goal

Individuals have access to other services available or offered in a community, including formal and informal community supports that affect their quality of life.

Planned Activities

1. Improving interaction between North Dakota's law enforcement system and citizens with disabilities.
2. Training DD professionals on community services and supports.

3. Training brain injury survivors, family members and professionals on community services and supports.
4. Consolidated training on systems change advocacy for disability professionals.
5. Disaster training for emergency agencies and DD service providers on meeting the special needs of people with DD during emergency situations.
6. Data-driven analysis of North Dakota's DD services and supports to be used in educating state policymakers.
7. Overcoming negative public attitudes toward persons with DD.

Projected Funding

Funding Available for Continuation Projects	\$32,300
Funding Available for New Projects	\$42,000
Total	\$74,300

Performance Indicators

- CS01 Number of individuals who receive formal/informal community supports.
- CS03 Number of programs/policies created/improved for formal/informal community supports.
- CS05 Number of people trained in formal/informal community supports.
- CS06 Number of people active in systems advocacy about formal/informal community supports.
- CS07 Number of people trained in systems advocacy about formal/informal community supports.
- CS08 Number of buildings/public accommodations that become accessible.
- QA05 Number of people trained in quality assurance in community placements.
- QA07 Number of people trained in systems advocacy about quality assurance in community placements.
- QA08 Number of people trained in leadership, self-advocacy and self-determination.
- EM07 Number of people trained in employment.
- EM09 Number of self-advocates and family members trained in systems advocacy about employment.
- CR01 Number of public policymakers educated about issues related to Council initiatives.
- CR02 Number of copies of products distributed to legislators and other policymakers about issues related to Council initiatives.
- CR03 Number of members of the general public estimated to have been reached by Council supported education, awareness and media initiatives.

EMPHASIS AREA #2: QUALITY ASSURANCE

Goal

People have the information, skills, opportunities and supports to live free of abuse, neglect, financial and sexual exploitation and violations of their human and legal rights.

Planned Activities

1. Providing leadership and self-advocacy training for consumers and family members.

2. Maintaining a statewide advocacy consortium comprised of disability organizations.
3. Assisting local self-advocacy groups.

Projected Funding

Funding Available for Continuation Projects	\$158,000
Total	\$158,000

Performance Indicators

- QA05 Number of people trained in quality assurance in community placements.
- QA07 Number of people trained in systems advocacy about quality assurance in community placements.
- QA08 Number of people trained in leadership, self-advocacy and self-determination.
- QA09 Number of people who attained membership on public and private bodies and other leadership coalitions.
- QA10 Number of entities participating in partnerships or coalitions created or sustained as a result of Council efforts.
- CS06 Number of people active in systems advocacy about formal/informal community supports.
- CS07 Number of people trained in systems advocacy about formal/informal community supports.
- CS08 Number of buildings/public accommodations that become accessible.
- EM07 Number of people trained in employment.
- ED10 Number of people trained in inclusive education.
- ED12 Number of parents trained regarding their child's educational rights.
- CR01 Number of public policymakers educated about issues related to Council initiatives.
- CR02 Number of copies of products distributed to legislators and other policymakers about disability issues.

EMPHASIS AREA #3: EDUCATION AND EARLY INTERVENTION

Goal 3

Students reach their educational potential and infants and young children reach their developmental potential.

Planned Activities

1. Creating natural supports within inclusive recreational activities.
2. Informational and mentorship support for families.

Projected Funding

Funding Available for Continuation Projects	\$90,300
Total	\$90,300

Performance Indicators

- ED01 Number of students who have the education and support they need to reach their educational goals through Council efforts.
- ED03 Number of students transitioned from school to community and jobs.

ED05 Dollars leveraged for education.
 ED10 Number of people trained in inclusive education.
 ED12 Number of parents trained regarding their child's educational rights.
 CS01 Number of individuals who receive formal/informal community supports.
 CS03 Number of programs/policies created-improved for formal/informal community supports.
 CS05 Number of people trained in formal/informal community supports.
 CS07 Number of people trained in systems advocacy about formal/informal community supports.
 CS08 Number of buildings/public accommodations that become accessible.
 QA07 Number of people trained in systems advocacy about quality assurance in community placements.
 CR01 Number of public policymakers educated about issues related to Council initiatives.
 CR02 Number of copies of products distributed to legislators and other policymakers about disability issues.
 CR03 Number of members of the general public estimated to have been reached by Council supported education, awareness and media initiatives.
 HE01 Number of people who have needed health services through Council efforts.
 HE03 Number of healthcare programs/policies created/improved.
 HE04 Number of people with improved health services.

EMPHASIS AREA #4: EMPLOYMENT

Goal

People get and keep employment consistent with their interests, abilities and needs.

Planned Activities

1. Developing and expanding innovative employment opportunities for persons with DD.

Projected Funding

Funding Available for New Projects	\$58,000
Total	\$58,000

Performance Indicators

EM01 Number of adults with DD who have jobs of their choice through Council efforts.
 EM02 Dollars leveraged for employment programs.
 EM04 Number of businesses/employers employing adults with DD.
 EM05 Number of employment programs/policies created/improved.
 EM07 Number of people trained in employment.
 EM08 Number of people active in systems advocacy about employment.
 EM09 Number of self-advocates and family members trained in systems advocacy about employment.
 ED03 Number of students transitioned from school to community and jobs.

CR01 Number of public policymakers educated about issues related to Council initiatives.

CR03 Number of members of the general public estimated to have been reached by Council supported education, awareness and media initiatives.

NOTE: Further information on priorities, goals, objectives, performance measures and funding resources is contained in the SCDD's 2007-2011 State Plan which is available upon request.

3.02 Schedule

Project activities proposed cannot commence and project expenses cannot be incurred prior to October 1, 2006. Project activities must be completed by September 30, 2006, unless approved otherwise by the SCDD.

3.03 Other Terms and Conditions

1. Non-federal cash or in-kind match of 25 percent of total project costs must be contributed to the project by the provider.
2. Grantees approved for funding must conduct random sample consumer satisfaction surveys of the recipients of their services and project activities using a questionnaire prescribed by the SCDD. The results of these surveys must be reported to the SCDD annually.
3. Each application requesting funds to support service demonstration or pilot project initiatives must include a specific dissemination plan for sharing project data and results with appropriate individuals, agencies and organizations.
4. The SCDD will not contract with any provider that has an outstanding balance of non-federal monies owed under any previous contract with the SCDD.
5. Individualized service plans must be established on each client as part of receiving SCDD-funded services. Consultation on the development of these plans is available from the Developmental Disabilities Unit, Department of Human Services.
6. Developmental Disabilities Service Providers interested in responding to this RFP are urged to contact the DHS Developmental Disabilities Unit to determine what, if any, impact grant funds will have upon their approved indirect administrative cost allocations.
7. Facilities from which the SCDD purchases services may be required to be licensed by the State of North Dakota. All facilities must have been inspected and approved by state or local fire authorities, as may be appropriate.
8. Contracts and funds for projects and services approved by the SCDD are contingent upon approval by the federal Administration on Developmental Disabilities of North Dakota's fiscal year 2007 P.L. 106-402 allocation and State Plan.

9. All contracts must comply with the provisions of P.L. 106-402 including the maintenance of individual basic data files, client eligibility, maintenance of records and civil rights compliance.
10. The provider shall not enter into sub-contracts for any work contemplated under this agreement without obtaining prior written approval of the SCDD.
11. The SCDD reserves the right to deny any project application received in response to this request. Such denial may be based on a lack of available funds, or upon the applicant not meeting all the provisions stated herein. The SCDD also reserves the right to negotiate contracts at a lower unit cost if there are inadequate funds available for full funding of all priority contracts.
12. SCDD funding is not available to support capital improvement projects or for acquisition of major equipment items such as motor vehicles, copy machines, etc.
13. The SCDD will not reimburse indirect costs beyond the rate of eight (8) percent. Indirect costs beyond this rate may be contributed toward project in-kind match requirements.
14. Additional appropriate federal ADD performance measures may be identified by the SCDD and required for reporting purposes, subsequent to application submission and grant approval.
15. Applications requesting SCDD funds for continuation of existing projects must report performance data on outcome measures identified for the current project period.
16. Each project application must include as an attachment a membership listing of the applicant organization's board of directors.

SECTION FOUR: GENERAL CONTRACT INFORMATION

4.01 Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment 1). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.02 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SECTION FIVE: STANDARD PROPOSAL INFORMATION

5.01 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with NDCC § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information: <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

5.02 Notice of Intent to Award – Offeror Notification of Selection

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent to Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

5.03 Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received in writing by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received in writing by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

ATTACHMENT 1

GRANT AGREEMENT

WHEREAS, the State of North Dakota, acting through its North Dakota Department of Human Services, State Council on Developmental Disabilities, herein referred to as "Grantor" has determined the services referred to in the paragraph below entitled "Scope of Service" form an appropriate basis for the expenditure of funds allocated to the Grantor; and

WHEREAS, the GRANTEE NAME AND ADDRESS, herein referred to as "Grantee" proposes to provide those services;

NOW, THEREFORE, the Grantor and Grantee enter into the following:

I. TERM OF THE GRANT

The term of this agreement shall be from the ____ day of _____ 200____ through the ____ day of ____ 200____. However, this agreement may be terminated with or without cause upon thirty (30) days written notice by either party.

II. SCOPE OF SERVICE

The Grantee agrees to utilize grant funds to

III. COMPENSATION

The Grantor, upon written request from the Grantee, shall reimburse the Grantee for allowable expenses incurred, as defined by the OMB Circular cited under Section VIII of this agreement, while performing the scope of service. The total amount of this grant shall not exceed \$_____. No funds will be advanced prior to services actually being provided. Request for reimbursement by the Grantee should be sent monthly to the Grantor. **Final reimbursement requests shall be submitted to the Grantor no later than thirty (30) days after the expiration of this agreement. No payment will be made until the Certification of the OMB Circular Informational Guide, which is attached by reference and made a part of this agreement, is appropriately signed and returned.**

Payment for services under this agreement may include federal monies. The funding sources at the time of the agreement execution are listed below. The funding source of actual payments and the federal program can be verified by contacting the Grantor's Fiscal Administration Division.

Anticipated Funding:

Federal	\$ _____	Other	\$ _____
State	\$ _____	Unknown	\$ _____

Catalog of Federal Domestic Assistance Number CFDA Number, CFDA program and title

IV. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant, and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond the termination date of this agreement.

V. GRANTEE ASSURANCES

The Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances attached as Attachment "A" and made a part of this agreement.

VI. AUTHORITY TO CONTRACT

The Grantee shall not have the authority to contract for or on behalf of or incur obligations on behalf of the Grantor. However, the Grantee may subcontract with qualified providers of services, provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Grantee agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Grantee shall perform as an independent entity under this agreement. The Grantee, its employees, agents, or representatives are not employees of the Grantor for all purposes, including but not limited to: the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this agreement.

VIII. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

The Grantee agrees to keep such financial records as are necessary to fully disclose the complete financial status of the agreement. Documentation supporting requests for reimbursement shall be submitted by the Grantee for review by the Grantor or its agents, upon request. Further, it is agreed that if the Grantee has expended federal funds (when considering all sources) during the Grantee's fiscal year at the amount specified in OMB Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations*; which is attached by reference and made a part of this agreement, then such Circular shall be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156. The Circular can be obtained from the Grantor's Fiscal Administration Division upon request. The Grantee agrees to file a copy of the "Reporting Package" as described by the referenced Circular with the Grantor's Fiscal Administration Division within the time frame identified in OMB Circular A-133.

Additionally, the Grantee agrees to spend all federal assistance received from the Grantor in accordance with applicable laws and regulations such as, but not limited to: OMB Circular A-110, which are attached by reference and made a part of this agreement. These Circulars can be obtained from the Grantor's Fiscal Administration Division upon request.

IX. RETENTION OF RECORDS

The Grantee agrees to retain financial records for a period of three years from the date of submission of the final expenditure report or if subject to audit, until such audit is completed and closed, whichever occurs later. The Grantor, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Grantee which are pertinent to the services provided under this agreement. Program records shall be maintained for a period of six years or until an audit is completed and closed, whichever occurs later.

X. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause Grantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the terms of this agreement, the Grantor shall thereupon have the right to terminate this agreement forthwith by giving written notice to Grantee of such termination and specifying the effective date thereof. Notwithstanding a termination pursuant to this paragraph, Grantee shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the agreement by Grantee, and the Grantor may withhold any payment, otherwise due to Grantee, for the purposes of set off until such time as the exact amount of damages due is determined.

XI. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Grantee, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated, at the option of the Grantor, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

XII. CONTINGENT LIABILITY

During the term of this agreement, and for three years thereafter, the Grantee agrees to reimburse the Grantor for any claims, submitted by the Grantor for federal financial participation in the cost of this agreement, which are disallowed by any federal agency for a failure, on the part of the Grantee, to comply with the terms and conditions of this agreement, the applicable provisions of any federal or state statutory or regulatory provision which govern the source of funding. The Grantor agrees to give the Grantee prompt written notice of any disallowance of claims subject to reimbursement by the Grantee. Any amount disallowed in the manner and for the reasons described shall be considered a debt owing to the Grantor and action may be brought by the Grantor thereon in any manner prescribed by law.

XIII. INDEMNITY

Grantee agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Grantee or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. The legal defense provided by Grantee to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Grantee also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

XIV. INSURANCE

Grantee shall secure and keep in force during the term of this agreement and Grantee shall require all subcontractors, prior to commencement of an agreement between Grantee and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds,

authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
 - c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;

- d) a provision that Grantee's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the state and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Grantee's insurance and shall not contribute with it;
- e) cross liability/severability of interest for all policies and endorsements;
- 6) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 7) The Grantee shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 8) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

XV. NOTICE

Any notice required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

XVI. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Grantee and the Grantor. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XVII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XVIII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIX. ASSIGNMENT

Neither Party shall assign this agreement and rights without the written approval of the other Party. Such approval shall not be unreasonably withheld. This agreement shall be equally binding on the respective Parties, their successors and assigns.

XX. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this agreement belong to the Grantor and must be delivered to Grantor at Grantor's request upon termination of this agreement. Grantee agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to the Grantor all rights and interests Grantee may have in the materials it prepares under this agreement, including any right to derivative use of the material. Grantee shall execute all necessary documents to enable the Grantor to protect its rights under this section. Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the Grantor.

XXI. COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, except for disclosures prohibited in Section XXIV, the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this agreement, except for records that are confidential under Section XXIV, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

XXII. ATTORNEY FEES

In the event a lawsuit is instituted by the Grantor to obtain performance due to any kind under this agreement, and the Grantor is the prevailing party, Grantee shall, except when prohibited by N.D.C.C. § 28-26-04, pay the Grantor's reasonable attorney fees and costs in connection with the lawsuit.

XXIII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

XXIV. CONFIDENTIAL INFORMATION

The Grantee agrees not to use or disclose any information it receives from the Grantor under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the Grantor. The Grantor agrees not to disclose any information it receives from the Grantee which

the Grantee has previously identified as confidential and which the Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the Grantor and the Grantee to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

GRANTEE

By _____ DATE

Its _____
(TITLE)

Grantee's Federal Identification Number

STATE OF NORTH DAKOTA

SERVICES

NORTH DAKOTA DEPARTMENT OF HUMAN

By _____ DATE
CAROL K. OLSON
EXECUTIVE DIRECTOR

By _____ DATE
TOM WALLNER, DIRECTOR
STATE COUNCIL ON DEVELOPMENTAL

DISABILITIES

By _____ DATE
KRISTA L. ANDREWS
CONTRACT OFFICER

GRANTEE ASSURANCES

- A. This agreement shall be construed according to the laws of the State of North Dakota. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the North Dakota Department of Human Services are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this agreement including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Pro-children Act of 1994, and the Drug-free Workplace Act of 1988. Questions regarding the provision of services according to these Acts may be directed to Krista L. Andrews, Contract Officer, North Dakota Department of Human Services, Judicial Wing, State Capitol, 600 E. Boulevard, Bismarck, ND 58505 (701-328-2311 or 701-328-3975 TDD).
- B. Unless otherwise authorized by federal law, the charges to be made by the Grantee do not include costs financed by federal monies other than those generated by this agreement.
- C. The Grantee certifies by signing this agreement that neither the Grantee, Subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.
- D. Grantee shall be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by NDCC § 54-44.4-09.
- E. The Grantee assures that:
- 1) No Federal funds from this agreement will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 6/04

Attachment 2

**N.D. STATE COUNCIL ON DEVELOPMENTAL DISABILITIES
Application/Proposal
Evaluation**

Name of RFP: SCDD Annual RFP for FY 2007		
RFP Number: 325-06-21-007		
Applicant Being Evaluated:		
Evaluator:		
Date:		
Application/Proposal Scoring	Maximum Points by Category	Score
1. Overall Completeness and Technical Accuracy	5	
2. Description and Understanding of Problem(s) and Need(s) Identified	10	
3. Relationship of Project Goals to SCDD Priorities	20	
4. Compatibility of Project Performance Outcomes with SCDD Performance Measures	20	
5. Adequacy of Activities and Methods Proposed for Project Management and Implementation	15	
6. Budget: Supporting Justification, Cost Effectiveness and Appropriateness	20	
7. Cost sharing commitments from other funding sources and sustainability plans after SCDD funding ends	10	
Total	100	

Scoresheet – Applications
Comments: